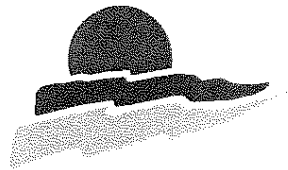


# PROPOSAL Professional Services

## MENASHA COMMUNITY CENTER MODIFICATIONS

Prepared For The  
**City of  
Menasha**



Inside:  
Cover Letter  
Company Background  
Professional Services  
Project Approach  
Proposed Fee

MARCH 12, 2012

**McMAHON**  
ENGINEERS ARCHITECTS



NEENAH WISCONSIN  
920.751.4200

MACHESNEY PARK ILLINOIS  
815-636.9590

VALPARAISO INDIANA  
219.462.7743

WWW.MCMGRP.COM



March 12, 2012

Ms. Jean Wollerman  
Active Older Adult Director  
Neenah-Menasha YMCA  
110 W. North Water Street  
Neenah, WI 54956

Re: Proposal for Professional Services  
Menasha Senior Center Modifications  
McM No. M0032-620008.10

Dear Ms. Wollerman:

McMAHON is pleased to present our proposal for conceptual design and budgeting regarding potential improvements to the Menasha Senior Center. McMAHON is a local, 103 year old, professional engineering/architectural firm and thus one of the most trusted firms in the region. Our full service capabilities allow us to uniquely provide solutions completely in-house.

For your project, we have included the services of Miron Construction to provide conceptual budgeting for the project. The McMAHON/Miron team has a proven track record of delivering accurate/timely results for numerous local projects. Our combined team is passionate about creating the most suitable, cost effective solution to address the long term needs of your facility.

Thank you for the opportunity to be part of your project! We look forward to beginning the process of reshaping your environment.

Sincerely,

McMAHON

A handwritten signature in black ink, appearing to read "CJ Sachs".

Craig J. Sachs, AIA  
Senior Architect

CJS:lmI



## Company Background

The McMahon Group is comprised of three affiliated companies with over 160 employees which include Architects, Civil, Process, Electrical, Environmental and Structural Engineers, Land Surveyors and support staff. Each company complements the other, so that a broad spectrum of professional services can be offered to our clients to meet their specific needs.

The three affiliated companies are:

**McMahon Associates, Inc. (McMAHON)**

Full-Service Engineering/Architectural Firm; Est. 1909

**Midwest Contract Operations, Inc. (MCO)**

Full-Service Operations and Maintenance Firm; Est. 1987

**McMahon, Inc.**

Full-Service Design/Build Firm; Est. 1991

**Office Locations:**

Corporate Headquarters: Neenah, Wisconsin

Regional Offices: Machesney Park, Illinois and Valparaiso, Indiana

## Professional Services

The McMahon Group provides Professional Engineering and Architectural Services to commercial, industrial, medical, educational, federal, state, county and municipal clients. Since 1909, our dedication to superior client service has allowed us to offer multi-disciplined expertise in planning, analysis, design and construction services for a variety of projects. We are committed to helping our clients develop innovative and effective solutions to the complexities of today's economic and regulatory challenges.

The McMahon Group's Professional Services include:

Architecture	Site Development
Civil Engineering	Structural Engineering
Construction Management	Wastewater Systems Engineering
Electrical/Controls Engineering	Water Systems Engineering
Environmental Engineering	Funding Strategies and Grant Assistance
Industrial Engineering	Design / Build Services
LEED® Certification	Operations Services
Land Surveying	

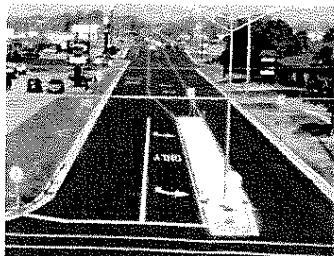
## Distinct Advantage

The McMahon Group has been recognized regionally and nationally for its award-winning designs and leadership in innovation, has been named a Top 500 Design Firm by Engineering News Record (ENR), and a Best Civil Engineering Firm to Work For by CE News. We place great emphasis on adding value to all phases of a project. This "Value-Added" business philosophy, combined with our diverse design capabilities contribute to our strong history of repeat business. The McMahon Group has a strong history of implementing sustainable design principles into our projects and continues to be on the cutting edge of sustainable issues, including LEED® certification, Lean Practices, and Waste-to-Energy concepts.

**McMAHON**  
ENGINEERS ARCHITECTS

NEENAH WI  
MACHESNEY PARK IL  
VALPARAISO IN  
WWW.MCMGRP.COM

## Professional Services



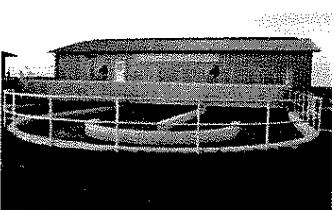
### Civil Engineering

- Infrastructure Planning & Design
- Storm Water Management
- Transportation
- GIS Systems
- AutoCAD Mapping
- Site Development
- Parks and Recreation



### Water Systems Engineering

- Water Supply and Treatment Systems
- Storage and Distribution Systems
- Disinfection and Control Systems



### Wastewater Systems Engineering

- Facilities Planning, Design and Operations for Wastewater Treatment and Biosolids Management
- Pretreatment
- Collection System Design
- Infiltration/Inflow Analysis



### Architecture

- Project Programming and Budget Estimating
- Building Design and Contract Documents
  - Commercial
  - Healthcare
  - Cultural
  - Industrial
  - Educational
  - Municipal
  - Residential
- Project Administration



### Electrical / Controls Engineering

- Power Distribution System Design
- Instrumentation and Controls Design
- Standby Power
- Lighting



### Environmental Engineering

- Environmental Site Assessments
- Petroleum Release Investigations/Remediation
- Wetland Delineation and Mitigation
- Ecological Assessments, Restoration Plans and Management
- Prairie Design and Management
- Endangered Species Assessments

### Structural Engineering

- Studies and Cost Estimating
- Analysis and Design of Structures for:
  - Commercial/Industrial/Municipal Clients
  - Architectural-Led Projects
  - Water and Wastewater Facilities
  - Dams and Bridges
  - Rehabilitation Projects

### Industrial Engineering

- Pre-project Evaluations & Planning
- Scheduling & Budget Estimations
- Full-Service Engineering Design
- Project Management
- Construction & Startup Services

### Land Surveying

- Land Planning and Subdivision Plats
- Right-of-Way Coordination
- Certified Survey Maps
- Legal Descriptions
- Topographic Surveys
- Construction Staking

### Funding Strategies & Grant Assistance

- Grant/Loan Research, Applications and Management for:
  - Clean Water Fund
  - Safe Drinking Water Loan Program
  - USDA Rural Development
  - Community Development Block Grants

### Design / Build Services

- Project Management
- Municipal, Industrial, Commercial
- Construction Management

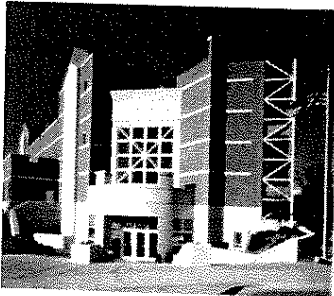
### Operations Services

- Specializing In Management, Operation and Maintenance of Water Systems, Wastewater Systems, and Public Works Departments
- Full-service Contract Operations, Contract Management or As-Needed Services
- Controls
- Telemetry
- Instrumentation
- Electrical
- Laboratory
- Computer-Related Services
- Water and Wastewater
  - Flow Monitoring and Sampling, I/I Inspections
- Environmental Services

## Architectural Services

At McMAHON, architecture is the result of an integrated, collaborative process of translating your mission and vision into a physical environment that supports and reflects those goals. Every project is unique, and the design solution must involve the organization, management and coordination of a passionate team of experts who creatively respond to the design requirements or your specific project.

At McMAHON, we have an experienced team who listens first and who has the knowledge, technology, and resources to efficiently deliver your project. We welcome your architectural challenge - no matter the size or complexity.



### Pre-design

- Facilities Planning and Programming
- Space Schematics and Flow Diagrams
- Existing Facilities Surveys
- Project Scheduling and Budget
- ADA Compliance Review

### Site Analysis & Evaluations

- Building Footprint
- Parking Requirements
- Circulation and Open Space
- Physical, Cultural and Regulatory
- Site Selection
- Land Use Planning and Zoning
- Soils and Topography
- Landscaping

### Building Design

- Program, Codes and Site Influences
- Building Context and Technology
- Establishing Design Goals
- Alternatives Evaluation
- Mechanical and Electrical Systems

### Construction Documents

- Construction Drawings
- Specifications

### Bidding & Negotiation

- Pre-Qualification of Bidders
- Advertisement for Bids
- Owner/Contractor Agreement Form

### Construction Administration

- Design-Bid-Build
- Design/Build
- Construction Management
- Field Administration
- Project Schedule Monitoring
- Project Close-Out

### Post-Construction

- Operational and Maintenance Programming
- Start-Up Assistance
- Record Drawings
- Warranty Review
- Post-Construction Evaluation

### Supplemental

- Sustainability Services
- LEAN Architecture
- Integrated Project Delivery
- Existing Building Energy Efficiency/Conservation analysis through the Sustainable Rewards Program (SRP)
- Equipment Relocation/Space Planning
- Graphic Design, Renderings, Models
- Interior Design
- Tenant-Related Services
- Life Cycle Cost Analysis/Value Analysis
- Computer Applications
- Government/Environmental Liaison

# Project Approach

The project scope is to develop a conceptual plan and budget to address various current facility inefficiencies, including:

- Covered entrance/exterior canopy for ease of access from rear (primary) parking area.
- Covered entrance/exterior canopy for ease of drop-off for guests arriving via assisted transportation.
- Develop better entry/reception area adjacent to a new covered entrance to include reception desk, coat area, and office. This is most likely an addition to the existing structure.
- Remodel existing entrance area into lounge and coffee area.
- Provide new carpet in existing TV room, craft room, and health screening room.

## Tasks:

### Task #1

Architect to visit site/building and document area considered for expansion

### Task #2

Develop two-three alternatives addressing the programmatic issues

### Task #3

Review alternatives with core team/owner

### Task #4

Revise alternatives to create preferred option

### Task #5

Miron to develop conceptual estimate for project

### Task #6

Present final design and conceptual estimate to core team.

## Final Deliverables to Include:

- Scale floor plan of entire building indicating areas of modification.
- Scale site plan of entire site indicating areas of modification.
- Exterior elevation indicating areas of modification.
- Conceptual estimate.

## Proposed Fee

### **Basic Services:**

McMAHON proposes to provide the scope of services represented in the response for the *Lump Sum Fee* of \$2,950.00.

### **Reimbursables:**

Reimbursables are included in the above lump sum fee. Reimbursable expenses include: mileage, copies, photographs and production of final report. Other additional expenses are not included in the above stated lump sum fee.

### Scope of Services Not Included:

- 3-D Rendering
- Overall Building Analysis including HVAC, Plumbing and Electrical Systems
- Site Survey
- Subsurface Investigation
- Material and/or Invasive Testing
- Design Development Services
- GIS Mapping
- Construction Document Services
- Construction Services
- On-line Surveys

### **IMPORTANT NOTE:**

The proposed *Lump Sum Fee* is based on McMAHON's interpretation, experience and understanding of the requirements of the project based on our initial meeting. The overall value of the services included in the Project Approach Section is \$6,800.00 and the Team is willing to discount this project to \$2,950.00



# McMAHON GENERAL TERMS & CONDITIONS

1. McMahon will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMahon may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. McMahon and Owner hereby acknowledge that McMahon has and may exercise lien rights on subject property.
2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMahon will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMahon in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMahon will maintain insurance coverage in the following amounts:
 

Worker's Compensation .....	Statutory
General Liability .....	
Bodily Injury - Per Incident / Annual Aggregate .....	\$1,000,000 / \$2,000,000
Automobile Liability .....	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMahon's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to \$1,000,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMahon shall be submitted to mediation, if an agreement cannot be reached by Owner and McMahon.
8. Termination of this Agreement by the Owner or McMahon shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMahon and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMahon may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMahon.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMahon will provide all services in accordance with generally accepted professional practices. McMahon will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMahon will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMahon intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
13. This Agreement shall not be construed as giving McMahon the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMahon shall have no responsibility for such issues or resulting damages.